

EXHIBIT 3

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Driver Resources, LLC**DRIVER SERVICES AGREEMENT**

This DRIVER SERVICES AGREEMENT ("Agreement") is entered into this 13th day of October, 2014 by and between DRIVER RESOURCES, LLC, an Oregon limited liability company ("Company") and ANDRUS Transport, a/an (check appropriate box(es)):

- ☒ sole proprietorship (referred to hereinafter as "Driver" and "owner-operator"), doing business as (if applicable) ANDRUS Venzmesku; or
- ☐ limited liability company organized in ☐ Washington ☐ Oregon ("Driver"), whose controlling member is _____ ("owner" or "owner-operator"); or
- ☐ corporation incorporated in ☐ Washington ☐ Oregon ("Driver"), whose controlling shareholder is _____ ("owner-operator").

RECITALS:

A. Company provides driver and may provide messenger resources to delivery service companies which provide route and on-demand pick-up and delivery services to customers in Oregon, Washington, Idaho and California.

B. Driver is in the business of providing Driver Services (defined below) for profit by and through its owner-operator(s) or other operators. Driver owns or leases one or more pieces of equipment suitable for use in performing such service(s) and employs or contracts with or otherwise utilizes one or more operators who possess the experience, skills, knowledge and physical resources necessary to provide the Driver Services described in this Agreement.

C. Driver desires to use this equipment, to be operated by a qualified operator or operators employed or engaged by Driver, to provide route and/or on-demand daily pick-up and delivery driver services, together with reasonably related ancillary services (such as loading and sorting of packages), as further described in **Schedule 3.1** ("Driver Services"), to Company in fulfillment of Company's obligations to provide driver resources to delivery service companies ("Delivery Service Companies" or, in the singular, "Delivery Service Company") who have contracted with customers to provide route and/or on-demand pick-up and delivery of packages, documents, equipment and other items (generally and variously referred to in this Agreement as "packages" or "cargo" or "shipments" or the singular thereof).

D. Driver wants the advantage of operating within a system that will provide Driver access to regional accounts and the benefit of added revenues associated with shipments picked up and delivered by other drivers contracting with Company.

E. In order to get these advantages, Driver is willing to commit to provide Driver Services and to conduct Driver's business in such a manner and by such means so that it can be identified as being a part of the delivery system for one or more Delivery Service Companies. A Delivery Service Company system may consist of an interconnected network of routes, technology and/or operating systems and other systems developed for the delivery of packages.

- 7.7. **Background Checks; Miscellaneous Support Services.** Company may also offer various other business support services from time to time, including assistance with completing Driver's organizational charter, conducting criminal and background checks, and agent accounts.
- 7.8. **Business Support Fee.** Driver shall pay to Company a weekly per-operator service fee in the amount set forth in **Schedule 7.8** ("Business Support Fee") in consideration of business support services provided (or facilitated) by Company. The Business Support Fee is due and payable for all operators utilized by Driver. Company may, upon Driver's request, but at Company's sole discretion, waive all or part of the Business Support Fee for part-time operators or under other circumstances as Company may deem appropriate in its sole discretion. Notwithstanding the foregoing, if applicable Laws or Company require, the Business Support Fee shall be paid by the operator instead of Driver on the operator's behalf; however, Driver shall cause such operator to appoint Driver as the operator's agent for purposes of making payment of the Business Support Fee on operator's behalf. Driver shall provide Company, on request, documentation evidencing such operator's appointment of Driver as its agent for such purpose.
- 7.9. **Disclaimer.** Company is not a lawyer, an accountant or a financial or insurance advisor. Company cannot, has not and does not offer legal, financial or business advice of any nature to Driver, its operators or their owners, managers, officers, directors, employees, representatives, advisors or agents. The business support services made available hereunder are offered as general information and support only. **All drivers and operators are encouraged to seek advice on legal, financial and other matters from a competent lawyer, certified public accountant or other appropriate professionals to advise them in all matters related to the support services and this Agreement. Company makes no representation, warranty or guaranty regarding the support services provided (whether provided by Company or a third-party provider) nor the result of reliance on any such service or information provided by Company or a third-party provider in connection with such support services.** WITHOUT LIMITING ANY OTHER RELEASE OR LIMITATION OF LIABILITY PROVISION IN THIS AGREEMENT, DRIVER, ON ITS BEHALF AND ON BEHALF OF ALL DRIVER OPERATORS, HEREBY WAIVES AND RELEASES ALL CLAIMS AGAINST COMPANY, ITS SUCCESSORS, AFFILIATES, OWNERS, MANAGERS, REPRESENTATIVES, AGENTS AND ASSIGNS, ARISING OUT OF OR RELATING TO, DIRECTLY OR INDIRECTLY, THE SUPPORT SERVICES OFFERED UNDER THIS AGREEMENT OR DRIVER'S OR AN OPERATOR'S RELIANCE ON INFORMATION PROVIDED BY COMPANY IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO INFORMATION WITH RESPECT TO THE ESTABLISHMENT AND OPERATION OF DRIVER'S BUSINESS, INCLUDING BUT NOT LIMITED TO ANY INFORMATION WHICH MAY HAVE LEGAL, TAX OR FINANCIAL CONSEQUENCES FOR DRIVER.
8. **TERM.**
- 8.1. **Initial Term.** This Agreement shall, at the election of Driver, as indicated by the box "checked" and the initials of Driver's authorized representative below, continue in full force and effect for an initial term of one or two years (as applicable) from the date this Agreement is signed. Driver hereby elects a term of:

- (a) One (1) year (52 weeks): ☐ Initials of Driver Representative: _____
- (b) Two (2) years (104 weeks): ☐ Initials of Driver Representative: _____



IN WITNESS WHEREOF, the parties hereto enter into and execute this Agreement effective as of the date first set above.

COMPANY:

Driver Resources, LLC

By: ZoAn Management, Inc., Manager

By: 

Jennifer Kahut, President

Date: 10-13-14

Notice Address:

Driver Resources, LLC

c/o ZoAn Management, Inc., Manager

Attn: Jennifer Kahut, President

PO Box 14471

Portland OR 97293

E-Mail: bwiggins@zoanmgtinc.com

DRIVER:

ANDRUS Transport

Company name

By: 

Signature of Authorized Representative

ANDRUS Yermoshkin

Printed name of Authorized Representative

owner

Title of Authorized Representative

Date: 10/13/2014

Notice Address:

2904 SE 118th AVE

c/o Portland OR

97266

Fax: _____

E-Mail: ANDRUS19947@gmail

OWNER-OPERATOR:

The undersigned agrees to be personally bound by and personally guarantees payment and performance of all obligations under this Agreement.



Signature

ANDRUS Yermoshkin

Printed name

Date: 10/13/2014

SCHEDULE 2.12**Uniforms**

Has all

<u>Delivery Service Company</u>	<u>No.</u>	<u>Uniform Requirements (Per Person)*</u>
Senvoy, LLC	___	Shirt
	___	Pants (and/or Shorts)
	___	Jacket
	___	Hat
	___	Personal Identification Badge

* All uniform items available for purchase from Company have been pre-approved by the respective Delivery Service Company. Any uniform items purchased from other vendors must be pre-approved by the respective Delivery Service Company.

Pricing

Company offers for sale a complete Senvoy, LLC uniform, consisting of one of each of the above-described items for \$ _____ per person. Prices are subject to change from time to time.

Items are priced as a set and may not be purchased separately unless approved by Company. If Company opts to sell individual items, the cost on a per-item basis may be obtained from Company.

Personal identification badges must be purchased from Company for security purposes. The cost of one personal identification badge is **\$5.00**. Prices are subject to change. All identification badges must be surrendered to Company promptly upon termination of this Agreement or upon Company's or Senvoy, LLC's request.

Payment

The cost of uniform items purchased from Company shall be deducted from Driver's settlement statement.

Financing

The cost of the uniform may be financed monthly at a cost of \$25.00 until paid and will include a monthly financing fee of \$5.00. _____

Initials

SCHEDULE 2.15

Exposure to Product Risk

Driver Services may involve serving the route and on-demand delivery service needs of manufacturing, construction, industrial, laboratory, diagnostic and pharmaceutical companies. During the performance of services for these companies, there is a possibility that Driver and its operators could be exposed to hazardous chemicals, blood, body fluids and other potentially infectious materials during pick-up and delivery. While the risk of exposure may be reduced by regulated packaging and containers and prudent safety and transportation practices, it is still very important that all drivers and operators are aware of the potential risk involved in transporting these hazardous and infectious materials and demonstrate compliance with industry safety and training standards. Driver recognizes this risk and represents and warrants that Driver and all Driver operators have completed or will promptly complete accident spill clean-up, hazardous waste and blood-borne pathogen questionnaires and/or similar questionnaires as Company's driver certification consultant may request from time to time evidencing such person's knowledge and training in such areas.

Initial: AM

SCHEDULE 3.1**Driver Services;
Primary Services Area**

Driver will provide the following Driver Services (circle one or both): ON DEMAND ROUTE

Driver Services shall be rendered for the following Delivery Service Companies:

Senvoy, LLC

and such other Delivery Service Companies who are clients of Company as Driver and Company may agree from time to time.

Driver's Primary Service Area will be: The greater Portland Metro area to the greater Wilsonville area and all points in between which will include, but not limited to, Woodburn, Tualatin, West Linn (Macadam Ave.), Colton, Canby, Molalla and Oregon City, Oregon.

If Driver will provide route services, Driver will be available for the Canby / Molalla / Woodburn Route #0181008 Monday through Friday during the approximate hours of 7:30AM to 6:00PM, for pick-ups and deliveries in the Primary Service Area, as may be modified in accordance in Section 3.1 and not to exceed 160 miles each day. This route will require the use of a minivan or equivalent size vehicle.

COMPANY:

Driver Resources, LLC

By: ZoAn Management, Inc., Manager

By: Jennifer Kahut

Jennifer Kahut, President

Date: 10-13-14

DRIVER:

ANDRU Transport
Company

By: ANDRUS, Terynesku

Date: 10/13/2014

SCHEDULE 6.1(a)

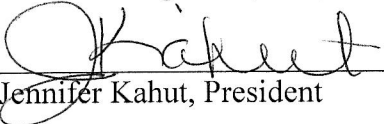
**Settlement Schedule
(Route Services)**

Driver shall be paid a flat rate of **\$160** each day for performing Driver Services for each route specified in **Schedule 3.1**

COMPANY:

Driver Resources, LLC

By: ZoAn Management, Inc., Manager

By: 
Jennifer Kahut, President

Date: 10-13-14

DRIVER:

Andrew Transportation
Company

By: Andrew

Date: 10/13/2014

SCHEDULE 6.1(b)

DOL_SENVOY000450

**EQUIPMENT LEASE
(Communication Devices)**

This EQUIPMENT LEASE (hereinafter, "Lease") is entered into effective this 16th day of October 2014 among DRIVER RESOURCES, LLC, an Oregon limited liability company (hereinafter, "Lessor") of 115 SE Yamhill Street, [Suite _____], Portland, Oregon 97214 and ANOKUS YOUNG & SULLIVAN, a/n [] Sole Proprietor or [] Limited Liability Corporation (hereinafter, "Lessee") in connection with that certain Driver Services Agreement among them dated March 5, 2013, (hereinafter, "Driver Services Agreement") on the following covenants, terms and conditions:

1. **EQUIPMENT SUBJECT TO LEASE.** Lessor shall lease to Lessee the Communication Devices (collectively, the "Equipment"), as described in **Exhibit A** attached hereto and incorporated herein, on the terms and conditions set forth herein. The Equipment is leased to Lessee to assist Lessee in carrying out its responsibilities under the Driver Services Agreement. Lessor reserves the right to upgrade and/or replace the Equipment (or any item thereof) from time to time as necessary or appropriate to conform to market changes, technology changes and needs of Lessor's customers. Lessee shall promptly return the Equipment upon request in exchange for such updated and/or replacement Equipment.
2. **TERM.** This Lease shall commence on the effective date stated above and continue in full force and effect until terminated pursuant to Section 18 of this Lease.
3. **RENTAL AMOUNT.** Lessee agrees to lease the Equipment from Lessor for **\$12.00** per month (per operator) for communication / scanning devices. Lessor may increase the Rental Amount from time to time by providing thirty (30) days' written notice to Lessee.
4. **PAYMENT TERMS.** The rental amount will be deducted from the settlement amount payable to Lessee under the Driver Services Agreement. Monthly lease payments will be prorated for partial months.
5. **LATE CHARGES.** Rights and remedies of Lessor are cumulative and Lessor's enforcement of any right or remedy shall not be considered a waiver of Lessor's right to pursue any and all other rights and remedies.
6. **ACCEPTANCE OF EQUIPMENT.** Lessee shall immediately inspect each item of Equipment delivered to Lessee pursuant to this Lease and shall promptly notify Lessor of any discrepancies between such item and the description of the Equipment in **Exhibit A** or if the Equipment is unacceptable for any reason. If Lessee fails to provide such notice in writing within five (5) days after the delivery of the Equipment, Lessee will be conclusively presumed to have accepted the Equipment delivered.
7. **OWNERSHIP OF EQUIPMENT.** This transaction is a lease and not a sale. Lessee does not by this Lease or by the payment of any rent under it acquire any right, title or interest in or to the Equipment, except the right to its possession and use while the Driver Services Agreement is in effect and Lessee is not in default. For purposes of this Lease, the Equipment is and shall remain personal property of Lessor (unless Lessor transfers the title by sale), notwithstanding that all or any of it may now be or hereafter become in any manner affixed to real property. Lessor may, at its option, file one or more financing statements under the Uniform Commercial Code to protect Lessor's interest under this Lease but any such filing shall be precautionary only.
8. **CARE AND OPERATION OF EQUIPMENT.** The Equipment shall be used, operated and stored in a careful, safe and proper manner at all times while carrying out Lessee's obligations under the Driver Services Agreement. Lessee shall at all times comply with all laws, ordinances and regulations relating to the possession, use or maintenance of the Equipment. Lessee shall take reasonable and prudent steps to ensure the security and safety of the Equipment, including protecting it from loss, theft or damage. Lessor shall have the right to inspect the Equipment during Lessee's normal business hours.

9. **NO ALTERATIONS.** Lessee shall make no alterations to the Equipment without the prior written consent of Lessor. All alterations to which Lessor may give consent shall become the property of Lessor and be subject to the terms of this Lease.
10. **REPAIR AND REPLACEMENT.** Lessee shall, at its sole expense, keep and maintain the Equipment in good, clean and safe repair and condition and in good working order (including labor, parts and other expenses). Lessee shall, at its expense, immediately replace with new parts or components any worn, broken or missing parts or components of the Equipment. All such replacements shall become part of the Equipment leased hereby. In the event all or any portion of the Equipment is damaged, lost or stolen or is in need of repair or maintenance, Lessee agree to promptly pay all costs and expenses of repairing and/or replacing such Equipment or parts thereof.
11. **NO WARRANTIES.** LESSEE REPRESENTS AND WARRANTS THAT LESSEE HAS INSPECTED THE EQUIPMENT, THAT THE EQUIPMENT IS IN GOOD CONDITION AND REPAIR AND THAT LESSEE IS SATISFIED WITH AND HAS ACCEPTED THE EQUIPMENT AS-IS. LESSEE ACKNOWLEDGES AND AGREES THAT LESSOR HAS NOT MADE, DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY AS TO THE SUITABILITY OR MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR A SPECIFIC USE OR PURPOSE. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY ALL OR ANY OF THE EQUIPMENT, BY ANY INADEQUACY OR DEFECT (PATENT OR LATENT) IN IT, OR BY ANY INCIDENT IN CONNECTION WITH THE SAME.
12. **RISK OF LOSS OR DAMAGE; OFFSETS.** Lessee assumes and shall bear the entire risk of loss or damage to the Equipment during the term of this Lease. No loss, theft or damage to the Equipment or any of it shall relieve Lessee's obligation to pay the rental amount or otherwise perform under this Lease. In the event of loss, theft or damage to all or any of the Equipment, Lessee shall, as directed by Lessor, at Lessor's option, and regardless of the extent or existence of insurance coverage, repair the Equipment to a state of good working order and condition, replace the Equipment with equipment of at least like condition, quantity and quality (which shall be deemed Equipment hereunder), with clear title in Lessor, or pay to Lessor the replacement cost of such Equipment at the time of the loss, theft or damage. If Lessor directs that such payment be made, Lessee or Lessee's insurer shall be entitled to Lessor's interest in the lost, stolen or damaged Equipment for salvage value, as-is, where-is. Lessor may offset against any amounts payable to Lessee under the Driver Services Agreement against the amount of any monetary obligation owed to Lessor hereunder but not yet paid by Lessee, including but not limited to repair and replacement costs for the Equipment.
13. **INDEMNITY OF LESSOR.** Lessee shall indemnify, reimburse, defend and hold harmless Lessor and all persons described in Section 5.4 of the Driver Services Agreement from and against all Claims (as defined in the Driver Services Agreement) arising out of or relating to the Equipment, including but not limited to personal injury, death or disability caused by the operation, handling, transporting or malfunction of the Equipment during the term of this Lease, in accordance with Section 5.4 of the Driver Services Agreement, which section is hereby incorporated in this Lease by this reference as if fully and separately set forth herein.
14. **INSURANCE.** Lessee shall acquire and maintain insurance in such amounts and on such terms as specified in the Driver Services Agreement, which terms are incorporated herein by reference, and as may be otherwise reasonably required by Lessor.
15. **DEFAULT.** The occurrence of any of the following shall constitute a default by Lessee under this Lease: (a) the failure to make a required payment under this Lease or the Driver Services Agreement when due; (b) the violation of any other provision or requirement under this Lease that is not corrected within ten (10) days after written notice of the violation is given to Lessee; (c) default under the Driver Services Agreement; (d) the insolvency or bankruptcy of Lessee; (e) the subjection of any of Lessee's property to

any levy, seizure, assignment, application or sale for or by any creditor or government agency; or (f) a lien or other encumbrance is placed against the Equipment.

16. **RIGHTS ON DEFAULT.** If Lessee is in default under this Lease, without notice to or demand on Lessee, Lessor may take possession of the Equipment as provided by law, deduct the costs of recovery (including attorney's fees and legal costs), repairs and related costs, hold Lessee responsible for any deficiency and pursue all other rights available at law or in equity. Lessor shall be obligated to re-lease the Equipment or otherwise mitigate the damages from the default only as required by law.
17. **TERMINATION.** This Lease will terminate: (a) upon mutual written agreement of the parties; (b) upon termination of the Driver Services Agreement; (c) at Lessor's election, upon default by Lessee under this Lease; or (d) upon thirty (30) days' prior written notice by either party.
18. **SURRENDER OF EQUIPMENT.** On termination of this Lease or upon Lessor's request, Lessee shall return the Equipment to Lessor in the same quantity and good condition and repair as upon commencement of this Lease, reasonable wear and tear excepted.
19. **ASSIGNMENT.** Other than to assignees of Driver expressly permitted under the Driver Services Agreement, Lessee shall not assign, sublet, transfer or encumber any interest in this Lease or the Equipment or permit the Equipment to be used by anyone other than Lessee or its employees or independent contractors in the performance of the Driver Services (as defined in the Driver Services Agreement).
20. **GOVERNING LAW.** Subject to the dispute resolution provisions below, in the event of litigation, this Lease and all claims, disputes and causes of action arising out of or relating to this Lease shall be governed by and construed in accordance with the laws and decisions of the state of Oregon without regard to conflict of law rules thereof. If litigation, arbitration or any other legal proceeding is instituted in connection with this Lease, exclusive venue shall lie in Multnomah County, Oregon.
21. **MEDIATION AND BINDING ARBITRATION.** In the event any dispute, claim or controversy arises out of or relates to this Lease, such dispute, claim or controversy shall be resolved by mediation and/or binding arbitration in accordance with the dispute resolution provisions contained in the Driver Services Agreement, which provisions are incorporated herein by this reference.
23. **NOTICES.** Any notice or consent required or given under this Agreement shall be in writing and shall be deemed to have been given: (i) when personally delivered to a party, (ii) twenty-four (24) hours after deposit in the United States Mail, postage prepaid by both first class and certified mail, return receipt requested, (iii) twenty-four (24) hours after delivery to a recognized national overnight carrier, with overnight shipping charges paid, or (iv) upon successful facsimile or e-mail transmission to a party, and addressed (or faxed or e-mailed) to such party at the address set forth below (or such other address as a party may specify by a notice in writing, given in the same manner). Copies of notices to legal counsel are for informational purposes only and failure to give or receive copies of any notice to counsel shall not be deemed a failure to give notice to a party.
24. **MISCELLANEOUS.** Time is of the essence in this Lease. Headings are for convenience of reference only and shall not be construed to modify the plain meaning of any section. This Lease may not be amended or modified except by written agreement executed by the parties. The failure to enforce any provision of this Lease shall not be construed as a waiver unless waived in writing and no waiver will limit a party's right to subsequently enforce and compel strict compliance with every provision of this Lease. This Lease shall apply to and bind the successors and assigns of the parties hereto. If any term or provision of this Lease or the application of it to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such term or provision to other persons or circumstances shall not be affected and shall be enforced to the fullest extent allowed by law. This Lease may be executed in several counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. The parties agree to accept facsimile signatures, provided that at the request of another party, each other party shall confirm fax transmission by signature

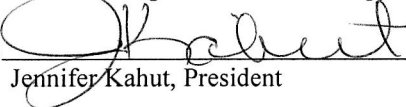
and delivery of a duplicate original agreement. The parties hereby waive any defense to the validity of this Lease based on any such facsimile copies of signatures. THIS LEASE (INCLUDING ALL EXHIBITS, SCHEDULES AND ATTACHMENTS HERETO), TOGETHER WITH THE DRIVER SERVICES AGREEMENT, CONTAINS THE FINAL AND EXCLUSIVE LEASE AND UNDERSTANDING OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF IT AND SUPERSEDES AND REPLACES ALL PRIOR AND CONTEMPORANEOUS AGREEMENTS, ORAL OR WRITTEN. EXCEPT AS SET FORTH IN THIS LEASE, THERE ARE NO PROMISES, REPRESENTATIONS, AGREEMENTS OR UNDERSTANDINGS, ORAL OR WRITTEN, AMONG THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF.

EXECUTED by the undersigned effective as of the date first set forth above.

LESSOR:

Driver Resources, LLC

By: ZoAn Management, LLC, Manager

By: 
Jennifer Kahut, President

Date: Oct. 16, 20 14

Contact Information (Notices):

DRIVER RESOURCES, LLC

Attn: ZoAn Management, LLC, Manager

PO Box 14471

Portland, Oregon 97293

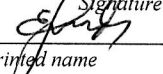
Tel: 503-688-5110

E-Mail: bwiggin@zoanmgtinc.com

LESSEE:

Andrus Transport
Company name

By: Andrus Kymesky
Signature


Printed name

Title

Date: 10/13, 20 14

Contact Information (Notices):

Attn: _____

Tel: _____ - _____ - _____

E-Mail: _____

Tax ID No. _____